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August 1, 2023

MEMO ENDORSED

VIA ECF:

Hon. Victoria Reznak, USMJ
United States District Court, SDNY
300 Quarropas St.
White Plains, NY 10601-4150

Re: 22cv6478 Palmer v Regent Hospitality Linen Services, LLC
Request for Cheeks Motion deadline and adjournment sine die of pending deadlines

Dear Judge Seibel:

As the Court is aware, the undersigned counsel represents Defendant Regent Hospitality Linen Services, LLC (“Regent”) in the above referenced matter. For the reasons set forth below, Defendant Regent respectfully requests a deadline to file the parties’ fully executed settlement agreement and letter motion for the Court’s approval pursuant to *Cheeks* and adjourn *sine die* all other future Court deadlines. *See, Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015) There was no prior request by any party for a deadline for filing their fully executed settlement agreement, *Cheeks* motion and adjournment *sine die*.

A court ordered mediation of the parties Fair Labor Standards Act (“FLSA”) and New York Labor Law (“NYLL”) disputes was held on or about May 23, 2023 before the appointed Mediator Alan Gettner. The mediator’s final report stating that “agreement was reached on all issues” was filed on or about May 26, 2023. [ECF doc. 28] On or about May 24, 2023, this case was redesignated to your Honor as the Magistrate Judge. A consent to the jurisdiction of the Magistrate Judge was so ordered by District Judge Cathy Seibel on or about June 20, 2023. [ECF doc. 30]

Without disclosing confidential informations, Defendant Regent was prepared to make prompt lump sum payments of the agreed upon settlement amount after the Court’s approval of the parties’ settlement agreement pursuant to *Cheeks*. *Id.* However, Plaintiff’s counsel has not responded to the undersigned’s repeated requests for a finalized settlement agreement with the lump sum payment provisions and without the confession of judgment as an installment payment agreement was not required. Counsel for Defendant Regent prepared attorney checks for payments of the settlement amount subject to 1099 reporting and forwarded copies of the checks to Plaintiff’s counsel. Plaintiff’s counsel demanded a copy of the payroll check reflecting the portion of the

settlement amount subject to W-2 reporting. However, undersigned counsel informed Plaintiff's counsel that Defendant Regent could not do as requested without a signed agreement and an executed form W-4 from Plaintiff. Undersigned Counsel also advised Plaintiff's counsel that this is an ordinary practice and procedure, specifically that payroll checks may not be processed until the Court approves an agreement in FLSA matters and the Plaintiff has submitted an executed W-4. Defendant Regent further forwarded an excerpt of correspondence from its payroll service requesting a copy of the court ordered settlement agreement in order to process such payroll check that is subject to tax withholdings. Defendant Regent has repeatedly communicated to Plaintiff through his counsel that it is prepared to promptly make these payments to Plaintiff and would like to amicably move forward with the parties' settlement. To date however, Plaintiff's counsel has not responded to the aforementioned communications from the undersigned and has not forwarded any redlined draft agreements reflecting the lump sum payment terms.

Based on the foregoing, Defendant Regent respectfully requests that the Court designate a deadline for the parties' settlement agreement and *Cheeks* motion to be filed for the Court's review and approval and any and other further relief as the Court deems just and proper. Thank you.


Respectfully submitted,

/s/ Susan Ghim

BY: Susan Ghim, Of Counsel

Plaintiff's counsel is directed to respond to Defendant's letter motion (ECF No. 31) by August 9, 2023.

SO ORDERED.


Hon. Victoria Reznik, U.S.M.J.

Dated: 8/2/23

VIA ECF TO:

All attorneys of record